

6. The Terms & Conditions ("Terms") are also viewable as a link at the bottom of every page on the website.

7. Section XVII.C of the Terms state, in relevant part:

If there is a dispute between the parties arising out of or otherwise relating to these Terms and Conditions, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims.

8. The Terms state that the "arbitrator shall have no authority to award any punitive or exemplary damages; [or] certify a class action."

9. Further, the contract states in all caps "THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS."

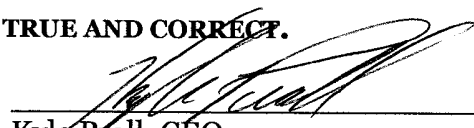
10. Without clicking on the agreement box, it is impossible for a user to consummate a transaction.

11. Plaintiff Scott Dolemba checked the "I Agree" box prior to initiating the transaction with CIA. Mr. Dolemba was free to decline to the terms and refuse to purchase the service.

FURTHER AFFIANT SAYETH NOT.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on November 15, 2013.



Kyle Prall, CEO
Citizens Information Associates, LLC



800-849-2878

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Terms Of Use

The following Terms and Conditions, Terms of Use Agreement, govern your use and access to the BustedMugshots.com website (Sites) and all of its applications, links, content and images, which are owned by Citizens Information Associates LLC, (CIA LLC). You must read and accept all of the terms in this Terms of Use Agreement prior to any use of the CIA LLC Sites.

IMPORTANT! These Terms and Conditions also govern your membership to a Site (or Sites) if you become a member. By accessing, using, printing, installing, or downloading any material from any of the Sites, or becoming a member to any one of the Sites, you agree to be bound by these Terms and Conditions. These Terms and Conditions are subject to change by the Sites at any time in its discretion. Your use of this Site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. If you do not agree to be bound by these Terms and Conditions, you may not enter any of the Sites, you must exit the Site immediately and you may not use or access any of the Sites or print or download any materials from them. You may use and access the Sites only in accordance with these Terms and Conditions. Please consult these Terms and Conditions regularly and read them carefully before using the Sites. You affirm that you have read this Agreement and understand, agree and consent to its Terms and Conditions.

You are solely responsible for obtaining access to the Sites and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Sites.

I. Chargeback Policy

- A. The charge that will appear on your credit card statement will be "Busted" with corporate phone number of 800-849-2878. If you place a chargeback with your credit card company (on purpose or by mistake) for any order that you placed and received, there will be a \$150.00 research fee charged to your account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the purchase.
- B. Busted! does not tolerate credit card fraud, and all fraud, without exception, will be prosecuted to the full extent of the law. In addition, we will pursue civil legal action seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.
- C. Busted! considers credit card charge backs to be fraud if you have made no reasonable effort to work with us to resolve any problems with your purchase. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but cost us money, therefore:
- D. You agree that if you, the buyer, choose to do business with Busted!, and you file a charge back with your credit card company, and you do not win the charge back argument, you agree to pay us \$150 for our time responding to the matter. You, the buyer authorize us to charge this amount to your credit card. If this charge is rejected, Busted! will pursue legal action to recoup losses for our time associated with responding to the charge back in addition to any other fees explained above. You agree to reimburse us or any representative we may appoint for any legal expenses your actions may make us incur. We take fraud seriously. If any provision of this Agreement is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The waiver of a breach hereunder does not waive any other or subsequent breach.
- E. In the event that you win the charge back with your credit card company and we have provided the service in question (mugshot removal, document retrieval, subscription service login activity) Busted! will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. This may severely damage your credit rating for at least the next seven (7) years. **Any content (mugshot, name, arrest details, etc.) that was removed WILL be re-published and the content may also begin to again show up in search engine results.**
- F. Note: The customer must attempt to resolve all issues with our Customer Service Center by calling 800-849-2878 or contacting us at <http://www.bustedmugshots.com/contact> before attempting a chargeback. NO EXCEPTIONS!

II. Media and News

- A. We provide media and news coverage specific to local and national arrest information and crimes. It is our mission to bring you the latest news and video about crime, the law, and the courts. Booking photos and arrest information are PUBLIC RECORDS which are available from courts and law enforcement agencies under the Freedom of Information Act. All content is provided without malice. The Sites offer online News and Local Media services that may be deemed graphic in nature and which may contain crime scene photos, adult language, and descriptions of explicit criminal activity. While all best efforts are made to provide the most accurate information and news stories, we do not guaranty the accuracy of the information as it was collected and maintained by government agencies. You acknowledge that you are aware of the nature of the content provided by these Sites, that you are not offended by such content and that you access the Sites freely, voluntarily and willingly.
- B. As a Media and News organization CIA LLC seeks to ensure the full extent of the guarantee of the First Amendment, including the Freedom of Information Act. You and any and all users of the CIA LLC Sites, agree under this Terms of Use Agreement to uphold, respect and protect the CIA LLC use of the First Amendment to its fullest legal capacity as well as the Freedom of Information Act and the rights provided within or you are NOT permitted to use this site or Sites owned by CIA LLC.

III. Disclaimer

- A. Booking photos and arrest information are public records which are available from courts and law enforcement agencies under the Freedom of Information Act and Texas Public Information Act. [BustedMugshots.com strives to make all information as accurate as possible to the best of our knowledge.] All articles are written without malice.
- B. All suspects appearing in BustedMugshots.com are innocent until proven guilty in a court of law. All information and photos presented in BustedMugShots.com are obtained from public documents and other public sources including police affidavits and court documents.

C. You will not use any of the information on the Sites in whole or in part to determine whether a person is eligible for employment, insurance, credit, housing, license or other benefit granted by any governmental entity or any other purpose covered under the Fair Credit Reporting Act.

IV. Third Party Contributions

A. Advertisements:

i. Advertisements which appear in BustedMugshots.com are solely the product of the advertiser and do not reflect the opinions of CIA LLC. CIA LLC does not investigate the claims or accuracy of advertisers' statements or content. Readers should perform their own research and due diligence on the claims and statements of advertisers and contact the Better Business Bureau if there are any doubts or concerns over advertisers' claims and statements. CIA LLC shall not be held liable for any of the content of any advertisements.

B. Entertainment:

i. The Sites may offer online entertainment applications or services powered by and or through third parties providing entertainment services that may be deemed graphic in nature and which may also contain, adult language, and descriptions of explicit criminal activity. You acknowledge that you are aware of the nature of the content provided by these Sites, that you are not offended by such content and that you access the Sites freely, voluntarily and willingly.

C. Submissions:

i. Except as expressly stated in these Terms of Use, the provisions of these Terms of Use apply equally to Unsolicited Submissions and Solicited Submissions. Accordingly, we, our licensees, distributors, agents, representatives and other authorized users shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission. We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any CIA LLC Site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use (including Common Sense in Conduct) and/or our contest, sweepstakes, promotions, and games, and/or protect the safety or security of any person or property, including any CIA LLC Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

D. Your Conduct When Using CIA LLC Sites and Commenting on the CIA LLC Sites:

i. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

ii. You agree not to access, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of our Services.

iii. CIA may review, edit, reject, refuse to post and/or delete any Content that in the sole judgment of CIA violate these Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of another person.

iv. You may not post or transmit Content (even if made in a joking, sarcastic or unintended manner) that:

a. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

b. harasses or advocates harassment of another person;

c. involves the transmission of "junk mail," "chain letters," unsolicited mass mailing or "spamming";

d. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

e. infringes upon or violates any third party's rights (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity);

f. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

g. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

h. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

i. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

j. contains video, photographs, or images of another person age 18 or older without his or her express written consent and permission or those of any minor (regardless of whether You have consent from the minor or his or her legal guardian);

k. tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable agreements between CIA and You) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

l. engages in commercial activities and/or sales without CIA's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites. Throughout this Terms of Use, CIA's "prior written consent" means a communication coming from CIA's legal department, specifically in response to your request, and specifically addressing the activity or conduct for which You seek authorization;

m. solicits gambling or engages in any gambling activity which CIA, in its sole discretion, believes is or could be construed as being illegal;

n. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or deleterious components or devices;

o. interferes with another user's use and enjoyment of the Sites or any other individual's use and enjoyment of similar services; or

p. refers to any website or URL that, in the sole discretion of CIA, contains material that is inappropriate for the Sites, contains content that would be prohibited on the Sites, or violates the letter or spirit of these Terms of Use.

v. You must use the Sites in a manner consistent with any and all applicable laws and regulations. Illegal and/or unauthorized uses of the Sites, including without limitation, collecting usernames and/or email addresses of registered members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Sites, are not permitted. This includes the unauthorized interception of the data stream coming from or going into the Sites, as well as attempting to gain unauthorized access to the Sites or exceeding your authorized access.

vi. You may not include in your member profile your last name, social security numbers, telephone numbers or street addresses. You (or your parent/legal guardian if You are a minor) must be the email account holder for any email addresses that You list in your account information or subsequently provide in

connection with the Sites.

- vii. You may not engage in advertising to, or solicitation of, other users through the Sites to buy or sell any products or services, including, but not limited to, products or services related to the Sites. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Sites. It is also a violation of these Terms of Use to use any information obtained from the Sites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Sites without their prior explicit consent. In order to protect our users from such advertising or solicitation, CIA reserves the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period to a number which CIA deems appropriate in its sole discretion.
- viii. You understand that CIA has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Sites) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and You hereby expressly authorize us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- ix. CIA reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Sites. CIA shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding these rights of CIA, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SITES AND IN YOUR PRIVATE MESSAGES. Please be advised that Content posted in public areas of the Sites does not necessarily reflect the views of CIA. In no event shall CIA assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Sites. You hereby represent and warrant that You have all necessary rights in and to all Content You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
- x. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. CIA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Sites.
- xi. It is possible that other users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials on the Sites and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Sites, and that the recipient may use such information to harass or injure You. CIA does not approve of such unauthorized uses but by using the Sites You acknowledge and agree that CIA is not responsible for the use of any personal information that You publicly disclose or share with others on the Sites. Please carefully select the type of information that You publicly disclose or share with others on the Sites.

V. Protected Speech

- A. You further acknowledge that the Sites contain only images and articles protected by the First Amendment to the United States Constitution.

VI. Trademark Information

- A. BustedMugshots.com, Busted! In Austin, are service marks of Citizens Information Associates LLC, (CIA LLC) in the United States. All rights are reserved. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners. CIA LLC marks may not be used publicly except with express written permission from CIA LLC, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits CIA LLC.

VII. Copyright

- A. The material and content accessible from the Sites, and any other World Wide Web site owned, operated, licensed, or controlled by CIA LLC (collectively, "Materials") is the proprietary information and valuable intellectual property of CIA LLC or the party that provided the Materials to CIA LLC, and CIA LLC or the party that provided the Materials to CIA LLC retains all right, title, and interest in the Materials. Accordingly, the Materials may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of CIA LLC, except that you may print out a copy of the Materials solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials. Modification or use of the Content except as expressly provided in these Terms and Conditions violates CIA LLC's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the Sites. All content included on the Sites, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software is the property of CIA LLC or its content suppliers and is protected by United States and international copyright laws. The compilation of all content on each Site is the exclusive property of CIA LLC or its content suppliers and protected by United States and international copyright laws, as well as other laws and regulations.

VIII. Access to Sites

- A. To access the Sites or some of the resources they have to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of these Sites that all information you provide will be correct, current, and complete. If CIA LLC believes the information you provide is not correct, current, or complete, CIA LLC has the right to refuse you access to these Sites or any of its resources, and to terminate or suspend your access at any time. Subject to these Terms and Conditions and in consideration of your becoming a member to a Site, CIA LLC hereby grants you a limited, nonexclusive, nontransferable personal license to access the Sites and the Materials contained therein. Subject to Section IX, provided that you are a member in good standing to a Site, you may cache the Materials onto a single computer for your personal, non-commercial internal use only. All Materials on the Sites shall be for private use only, and all other uses are strictly prohibited. You agree to prevent any unauthorized copying of any of the Sites, or any of the Materials contained therein. Any unauthorized use of a Site or any of the Materials contained therein terminates this limited license effective immediately. This is a license to use and access a Site for its intended purpose and is not a transfer of title. Violators of this limited license may be prosecuted to the fullest extent under law.

IX. Restrictions on Use of Sites

- A. You may use the Sites for purposes expressly permitted by the Sites. You may not use the Sites for any other purpose, including any commercial purpose or any purpose described in Section VIII. B below, without CIA LLC's express prior written consent. Without the express prior written authorization of CIA LLC, you may not: (a) duplicate a Site or any of the Materials contained therein (except as expressly provided above in Section VII); (b) create derivative works based on a Site or any of the Materials contained therein; (c) use the Sites or any of the Materials contained therein for any commercial purpose, or for any public display, public performance, sale or rental; (d) distribute the Sites or any of the Materials contained therein; (e) remove any copyright or other proprietary notices from the Site or any of the Materials contained therein; (f) frame or utilize any framing techniques in connection with the Sites or any of the Materials contained therein; (g) use any meta-tags or any other "hidden text" using CIA LLC's name or marks; (h) "deep-link" to any page of any of the Sites (excluding the homepages), or "inline link" to any content of the Sites; (i) circumvent any encryption or other security tools used anywhere on the Sites (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of any of the Sites); (j) use any data mining, robots or similar data gathering and extraction tools on the Sites; (k) decompile, reverse engineer, modify or disassemble any of the software aspect of the Materials except and only to the extent permitted by applicable law; (l) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise

assign to any third party the Materials or any of your rights to access and use the Materials as granted in Section VII above; or (m) bookmark any page of any Site beyond the membership log-in screen. You agree to cooperate with CIA LLC in causing any unauthorized use to cease immediately. At any time, if the Sites provide a service enabling users to share information or communicate with other users, you hereby agree not to publish, disseminate or submit any defamatory, offensive or illegal material while using the Sites or other services included on the Sites. You are solely responsible for submitting any material that violates any United States or International laws even if a claim arises after your service is terminated, and, by doing so, your actions shall constitute a material breach of this Agreement and the Sites shall terminate all your rights under this Agreement. If users are allowed to share information and communicate with other users, you agree that all materials you submit will be accessible to other users and will not be secure or private. You hereby agree that you have been noticed that all communications submitted to the Sites can be accessed by agents, operators, and other users, regardless if they are the intended recipients of the messages.

- B. You understand and acknowledge that CIA LLC is not a consumer reporting agency under the Fair Credit Reporting Act. As a condition to using the Sites, you agree not to use any information from Sites in whole or in part to determine whether a person is eligible for employment, insurance, credit, housing, license or other benefit granted by any governmental entity or any other purpose covered under the Fair Credit Reporting Act.

X. Termination

- A. CIA LLC may terminate your access to a Site at any time, with or without advance notice, if: (a) CIA LLC believes that you have breached any material term of these Terms and Conditions (including, but not limited to, the use of the Sites for the purpose of determining a person's eligibility for employment, insurance, credit, housing, license or other benefit granted by any governmental entity or any other purpose covered under the Fair Credit Reporting Act), (b) if you fail to pay any amount due by the payment due date; or (c) CIA LLC decides to cease operations or to otherwise discontinue any of the Sites. Further, you agree that neither CIA LLC nor any third party acting on our behalf shall be liable to you for any termination of your membership or access to any of the Sites. You agree that if your account is terminated by CIA LLC, you will not attempt to re-register as a member without prior written consent from CIA LLC.

XI. Disclaimer of Warranty

- A. YOU EXPRESSLY AGREE THAT USE OF THE SITES OR ANY OF THE MATERIALS CONTAINED THEREIN IS AT YOUR OWN AND SOLE RISK. THE SITES AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CIA LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITES OR ANY MATERIALS CONTAINED THEREIN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CIA LLC MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITES OR ANY OF THE MATERIALS CONTAINED THEREIN. YOU ALSO UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES OR ANY OF THE MATERIALS CONTAINED THEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU UNDERSTAND THAT CIA LLC CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CIA LLC DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF THE INTERNET. CIA LLC MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITES OR ANY TRANSACTION ENTERED INTO THROUGH THE SITES AND IS NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY SELLERS OR THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

XII. Limitation of Liability

- A. IN NO EVENT SHALL CIA LLC (OR ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS) BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION: DAMAGES FOR LOSS OF PROFITS, REVENUE, OR GOODWILL, WHICH MAY ARISE FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE SITES OR ANY OF THE MATERIALS CONTAINED THEREIN, EVEN IF CIA LLC HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES. THIS IS FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF CIA LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIA LLC'S MAXIMUM TOTAL AGGREGATE LIABILITY HEREUNDER FOR DIRECT DAMAGES EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR USE OF A SITE OR SITES FOR A PERIOD OF NO MORE THAN ONE (1) MONTH FROM THE ACCRUAL OF THE APPLICABLE CAUSE OR CAUSES OF ACTION. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

XIII. Indemnity

- A. You agree to defend, indemnify, and hold harmless CIA LLC, its officers, directors, shareholders, employees, independent contractors and agents, from and against any and all claims, actions, liabilities, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your use, misuse, or inability to use the Sites or any of the Materials contained therein, or your breach of any of these Terms and Conditions. You agree that CIA LLC retains the right to use the attorneys, accountants, and other professional consultants of its choice. CIA LLC shall promptly notify you by electronic mail of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. CIA LLC may participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but is not obligated to do so.

XIV. Links

- A. Some web sites which are linked to the Sites are owned and operated by third parties. Because CIA LLC has no control over such sites and resources, you acknowledge and agree that CIA LLC is not responsible for the availability of such external sites or resources, and does not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CIA LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such site or resource. If you decide to access any such third party sites, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

XV. Export Control

- A. You understand and acknowledge that the software elements of the Materials on the Sites may be subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, which prohibits export or diversion of software to certain countries and third parties. Diversion of such Materials contrary to U.S. law is prohibited. You will not assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable U.S. laws and regulations and that you will abide by such laws and regulations. You agree that none of the Materials is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

XVI. Force Majeure

- A. CIA LLC shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay CIA LLC's performance.

XVII. General Provisions

A. Governing Law

- i. These Terms and Conditions and all matters arising out of or otherwise relating to these Terms and Conditions shall be governed by the laws of the State of Texas, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions. The parties hereby submit to the personal jurisdiction of the state and federal courts of the State of Texas. Exclusive venue for any litigation or arbitration permitted under this Agreement shall be with the state and federal courts located in Travis County, Texas.

B. Rights to Injunctive Relief

- i. Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

C. Binding Arbitration

- i. If there is a dispute between the parties arising out of or otherwise relating to these Terms and Conditions, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. If the parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party may submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Travis County, Texas, and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce. The party bringing the action shall be responsible for paying all costs for arbitration, including the arbitrator's fees. Each party shall bear its own attorneys' fees (except if the matter is for the collection of a debt owed in which case the prevailing party shall be awarded its attorneys fees, all arbitration costs and the arbitrator fees (if applicable), in addition to all other applicable remedies). The arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of these Terms and Conditions; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. This Section shall not apply to any breach (or any allegation which if true would constitute a breach) of any matter relating to intellectual property. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

D. Assignment

- i. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither these Terms and Conditions nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

E. Severability

- i. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms and Conditions will continue in full force and effect.

F. Attorney's Fees

- i. In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to attorney's fees, including attorney's fees incurred on appeal, and attorney's fees incurred during collection of a judgment.

G. No Waiver

- i. No waiver of CIA LLC shall be deemed a waiver of any subsequent default of the same provision of these Terms and Conditions. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms and Conditions.

H. Headings

- i. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Conditions.

I. Complete Agreement

- i. These Terms and Conditions constitute the entire agreement between the parties with respect to your access and use of any of the Sites and the Materials contained therein, and your membership with any of the Sites, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter (except, to the extent applicable, any Download Agreement or similar contract governing the parties' rights and responsibilities in connection with any specific Materials downloadable from a Site). No amendment to or modification of these Terms and Conditions will be binding unless in writing and signed by a duly authorized representative of both parties.

J. Modifications

- i. CIA LLC reserves the right to change any of the provisions posted herein and you agree to review these Terms and Conditions each time you visit a Site. Your continued use of a Site following CIA LLC's posting of any changes to these Terms and Conditions constitutes your acceptance to such changes. CIA LLC does not and will not assume any obligation to provide you with notice of any change to these Terms and Conditions. Unless accepted by CIA LLC in writing, these Terms and Conditions may not be amended by you.

K. Other Jurisdictions

- i. CIA LLC makes no representation that the Sites or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Sites from such locations do so on their own initiative and are solely responsible for compliance with all applicable local laws.

XVIII. Sex Offender Data

- A. This website is not intended for use by anybody under the age of 13 years old or any registered sex offenders, and registered sex offenders are expressly forbidden from entering this website to the same extent as prohibited by state law with regard to accessing registered sex offender information of any kind. Anyone who uses any information on this website to injure, harass, or for any other unlawful purpose may be subject to criminal prosecution or civil liability.
- B. The information displayed via the website is provided for informational purposes only and is susceptible to errors. All information on individual registrants is based on registration information submitted by various local criminal justice agencies. CIA cannot guarantee the records obtained through this site relate to the person about whom information is sought. The owners and operators of this website as well as all directors, officers, employees, agents, and affiliates of CIA shall not be held responsible for any errors or omissions in this website or produced by any secondary dissemination of this information. The information is provided strictly as a courtesy to the public.
- C. All information provided through this website is open record. It is your responsibility to make sure the records you access through this site pertain to the person about whom you are seeking information. Searches based on names, dates of birth, or other alphanumeric identifiers are not always accurate and may lead to mistaken identity. Neither you, nor any other person, should rely on the data provided herein for any reason. Extreme care should be exercised in using any information obtained from this website.
- D. Disclosure, registration and criminal laws vary from state to state. Information displayed on a CIA website is, at all times, limited by the accessibility of information that is available or collected from individuals and agencies who are in compliance with individual state laws which may vary from state to state. Various laws mandate the following information regarding the offender not be public record, including social security number, driver's license number, telephone number, online identifiers, and any additional information required for law enforcement purposes. You hereby acknowledge that you have reviewed the applicable state laws or assume full responsibility for not reviewing such state laws. No warranty, representation, or guarantee whatsoever is made or implied regarding the content, accuracy, timeliness, completeness, or sequence of any of the information contained in this or other CIA websites.
- E. Due to judicial orders and legal restrictions, not all offenders are available on the public access sex offender database.

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Mugshots
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